

help@skycastlehq.com

Houston | Mexico City

CLIENT AGREEMENT

Effective Date: July 1, 2026

Welcome to Skycastle. This Client Agreement ("Agreement") defines the scope, terms, and conditions of your project deployment. By completing your payment, you agree to be bound by these terms.

1. Parties

This Agreement is entered into between:

- **Skycastle**, an independent digital services provider based in Mexico City, Mexico, delivering web design and automated business systems globally ("Skycastle," "we," or "us"); and
- **The Individual or Business Entity** that completes payment via the Skycastle website and Stripe ("Client" or "you").

This Agreement becomes legally binding immediately upon execution of payment through Stripe.

2. Scope of Services

Skycastle delivers a single, fully integrated digital framework known as **Complete Skycastle System**. Unlike generic web design templates, this platform is built upon a flexible, systemized infrastructure. To prevent operational bloat and ensure an optimal user experience, the system is modular; features are configured and activated only if they directly serve the Client's specific business model. Depending on your use case, your custom deployment may draw from the following core modules:

- **Strategic Branding & Layout** (Core Baseline): Custom premium website design, responsive mobile-first optimization, and strategic conversion engineering.
- **Professional Copywriting** (Core Baseline): Complete, persuasive website copy to communicate your value and align with your target market and service offerings.
- **The 'Front Desk'** (As Applicable): Integration of an online self-booking calendar, automated client reminders, and customized digital client intake forms, configured only if required by your administrative workflow.
- **Financial Infrastructure** (As Applicable): Secure online payment gateway setup via Stripe, including upfront deposit configurations and recurring billing/subscription workflows, configured if required by your pricing model.

- **Core Software Deployment** (System Baseline): Setup and provisioning of your custom domain, premium website platform hosting, and a dedicated professional business email account (Microsoft 365 or Google Workspace) for one (1) primary user.

Scope Customization & Software Bloat Mitigation: To ensure a high-performing system without operational overkill, the precise modules activated will be finalized during the kickoff call based on your active business requirements. The Client is under no obligation to deploy advanced booking or financial modules if they are redundant to their current operations; opting out of unnecessary features ensures a cleaner user journey and does not modify the fixed price of the package.

3. Included Infrastructure & Renewal Terms

Your one-time purchase price covers the complete engineering deployment and covers 100% of your third-party licensing fees for your first full year:

- One (1) full year of custom domain registration with GoDaddy.
- One (1) full year of premium website hosting infrastructure with Wix.
- One (1) full year of a professional business email license for one (1) primary user with Microsoft or Google.

There are **zero** monthly subscription fees, hidden transaction setup fees, or ongoing agency maintenance charges paid to Skycastle during this twelve-month phase.

Additional System Users

If your business requires additional user seats or staff account access for email and calendar routing, additional licenses must be purchased at the provider's retail list price (approx. \$150 per user, per year). Skycastle will configure these additional accounts during the building phase at no extra charge.

Handover & Post-Year-One Renewals

Skycastle carries zero markups on software licenses. After your first full year, you maintain absolute ownership of the system and will renew your standard retail licenses directly with the platform providers:

- Custom Domain (GoDaddy): Approx. \$15 / year.
- Website Hosting (Wix): Approx. \$100 / year.
- Business Email User License (Microsoft or Google): Approx. \$150 / user / year.

(Note: Total core infrastructure renewals map out to approximately \$265/year total).

4. The 10-Day Engineering Sprint & Timeline

Skycastle guarantees your website and system will be launch-ready within 10 business days.

The Clock Kickoff: The 10-day production timeline does *not* begin at the moment of financial payment. The clock officially starts the business day after the Client delivers 100% of the requested kickoff assets, including brand files, copy direction data, and necessary platform accesses.

Client Dependencies: This aggressive sprint requires rapid synchronization. If the Client takes longer than two (2) business days to respond to layout confirmations or approvals, the 10-day countdown is paused.

Project Stagnation: If a Client fails to communicate or provide required details for more than five (5) consecutive business days, the project will be moved to passive status, and the delivery timeline will be extended at Skycastle's operational discretion with zero penalty or default to us.

5. Revisions

To guarantee a deployment within 10 business days, the system includes one (1) comprehensive revision round following initial platform delivery.

A revision round is defined as a single, fully consolidated list of stylistic or copy adjustments submitted by the client in a single communication.

Piecemeal, scattered change requests sent over multiple days will not be accepted. Major structural redesign requests or functional scope expansions outside the baseline agreement will require a separate system expansion quote.

6. Post-Launch Technical Support Window

Following deployment and final launch approval, the Client is entitled to **two (2) minor administrative updates** within the first twelve (12) months.

A "minor update" is strictly defined as text adjustments, image swaps, or basic pricing updates to existing system pages. It explicitly excludes building new pages, integrating new software apps, or restructuring the design layout.

Minor updates are executed within five (5) business days of written request. Unused updates do not roll over, carry monetary cash value, or accrue but they expire exactly 365 days post-launch.

7. Financial Terms & Global Transactions

Payment Terms: Payment must be processed 100% upfront via our secure Stripe checkout before production time is reserved or copywriting work commences. Prices are processed strictly in U.S. Dollars (USD).

International Transaction Fees: Because Skycastle operates out of Mexico, a small number of credit card companies may apply an international transaction fee. Skycastle maintains an absolute zero-friction policy: if your bank charges you an international transaction fee, email a screenshot of the fee to help@skycastlehq.com, and we will issue a direct reimbursement to your original payment card within 24 to 48 hours.

Cross-Border Tax Policy: As an international digital service firm delivering web design to businesses outside of Mexico, purchases are not subject to U.S. state or federal sales tax. These operational savings are accounted for directly in our fixed-price package.

8. Refund Policy

Full Refunds: Cancellation and 100% refund requests will be honored if submitted in writing (via email to help@skycastlehq.com) within 48 hours of original purchase, provided the kickoff call has not yet occurred.

Zero Refunds: Once the kickoff call takes place or 48 hours pass, whichever comes first, all fees paid are 100% non-refundable and non-creditable, as copywriting synthesis and system infrastructure planning begin immediately.

9. Intellectual Property & Asset Allocation

Client Ownership: Upon full payment and delivery, the full graphic interface, custom copywriting, and technical system flows created belong 100% to the Client.

Portfolio Rights: Skycastle retains the non-exclusive right to display screenshots, system flows, and live links of the deployment within our operational portfolios, case studies, and marketing materials unless requested otherwise by the client in writing.

Third-Party Terms: All integrated platforms (Wix, Stripe, GoDaddy, Microsoft, Google) remain subject to their respective legal terms of service.

10. Confidentiality & Data Security

Both parties agree to treat all business systems, data metrics, credentials, and strategic internal information shared during this build as strictly confidential. Skycastle will never distribute your business credentials or sensitive client data to third parties.

11. Limitation of Liability

Skycastle engineers your digital system for maximum stability and speed, but we do not own or control the third-party infrastructure (Wix, Stripe, GoDaddy, Microsoft, Google) powering it.

No Consequential Damages: To the maximum extent permitted by law, Skycastle shall not be held liable to the Client or any third party for any indirect, incidental, special, or consequential damages. This includes, but is not limited to, loss of profits, loss of business revenue, data loss, server downtime, or business interruptions arising out of a system failure.

Liability Cap: Under no circumstances shall Skycastle's total aggregate financial liability under this Agreement exceed the exact dollar amount paid by the Client to Skycastle for the specific project deployment. Total liability is strictly capped at the project contract fee paid by the Client (\$999 USD for introductory slots, or \$1,999 USD for standard retail deployments)

12. Acceptable Use & Content Compliance

The Client maintains absolute legal responsibility for the business entity they operate.

Lawful Content: You represent and warrant that all text, logos, imagery, and service descriptions provided to Skycastle are legally owned by you or properly licensed.

Prohibited Activities: Skycastle will not build, engineer, or support websites for businesses engaged in fraudulent schemes, deceptive marketing, phishing, distribution of malware, illegal activities, or explicit copyright infringement. If Skycastle discovers mid-sprint that a client is utilizing the platform for prohibited or illegal operations, the project will be halted immediately without a refund.

13. Project Termination & Offboarding

This Agreement governs a defined, fixed-term engineering sprint and terminates naturally under the following conditions:

Standard Termination: This Agreement concludes automatically upon final system launch and the successful electronic handover of administrative credentials to the Client.

Termination for Cause: Either party may terminate this agreement with immediate written notice if the other party commits a material breach of these terms.

Client Misconduct: Skycastle values professional, efficient collaboration. We reserve the absolute right to terminate this agreement immediately and revoke system access if a Client becomes hostile, abusive, or uses defamatory language during communication. In the event of termination due to client misconduct, all fees paid are strictly forfeited.

14. Governing Law & Dispute Resolution

This Agreement, and any dispute arising out of or relating to it, shall be governed strictly by and construed in accordance with the laws of Mexico City, Mexico, without regard to conflict of law principles.

Good Faith Negotiation: In the event of any controversy, claim, or dispute arising from this engagement, both parties agree to first attempt to resolve the matter informally and in good faith via written communication to help@skycastlehq.com for a minimum period of thirty (30) days before initiating any formal legal actions.

Exclusive Jurisdiction: If informal negotiation fails, the Client explicitly agrees that any formal legal proceedings, litigation, or arbitration arising under this Agreement must be filed and conducted exclusively in the competent courts located in Mexico City, Mexico. The Client hereby waives any objection to this venue based on inconvenient forum or lack of personal jurisdiction.

15. General Provisions

Entire Agreement: This Agreement constitutes the entire understanding between Skycastle and the Client regarding this project. It supersedes all prior or contemporaneous discussions, emails, Instagram direct messages, text messages, or oral agreements. No modification to this Agreement shall be binding unless agreed to in writing by both parties.

Severability: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that specific provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement shall remain in full force and effect.

Force Majeure: Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, war, government regulations, global internet or hosting infrastructure outages, or widespread cyberattacks.

Independent Contractor Status: The relationship between Skycastle and the Client is strictly that of an independent contractor and a customer. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the parties.

By signing below, the Client confirms they have read, understood, and agreed to this Client Agreement in its entirety.

Client Signature

Date

For any questions regarding this Agreement, please contact us at help@skycastlehq.com

Thank you for trusting Skycastle with your business.